



Los Angeles County  
DEPARTMENT OF MENTAL HEALTH

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

April 10, 2018

"REVISED"

32 April 10, 2018

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO ENTER INTO MEMORANDA OF AGREEMENTS  
WITH THE LOS ANGELES WORLD AIRPORTS  
AND  
CITY OF WEST HOLLYWOOD  
(SUPERVISORIAL DISTRICTS 3 AND 4)  
(3 VOTES)**

**SUBJECT**

Request approval for the Department of Mental Health to enter into Memoranda of Agreements with the 1) Los Angeles World Airports; and 2) City of West Hollywood, to establish Mental Health Evaluation Teams for the provision of mental health crisis services in response to 911 calls for service or requests for assistance from law enforcement field units.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Memoranda of Agreements (MOA), substantially similar to the Attachment, with the Los Angeles World Airports (LAWA) and with the City of West Hollywood (CWH), to establish Mental Health Evaluation Teams (METs) to provide crisis services to individuals and families in response to 911 calls for service or requests for assistance from law enforcement field units. Under the MOAs, LAWA and CWH will each reimburse the Department of Mental Health (DMH) for associated staff and other costs in the amount of \$41,609~~36,956~~ for Fiscal Year (FY) 2017-18 and up to \$176,000 annually for subsequent fiscal years during the term of the MOAs. The term for each MOA will be for 12 months, with an automatic annual renewal period thereafter, unless terminated by either party by written notice. The MOAs will be effective following Board approval and upon execution by the parties.

2. Delegate authority to the Director, or his designee, to (a) to prepare, sign, and execute future MOAs, with other municipalities or local law enforcement agencies, willing to fund a full-time licensed clinical item(s), for the provision and expansion of METs; and, (b) to modify the County's contracting requirements for indemnification, insurance, and other standard County contract terms not mandated by County ordinance, with all changes subject to prior review and approval as to form by County Counsel and Chief Executive Office (CEO) Risk Management Division, as necessary, with notification to the CEO and your Board.
3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to any MOAs executed with municipalities or local law enforcement agencies in Recommendations 1 and 2, provided that: 1) any future amendments are necessary to clarify provisions or to modify operations to improve efficiencies; 2) County Counsel approves the amendment as to form prior to execution; and, 3) the Director, or his designee, notifies the CEO and your Board.
4. Delegate authority to the Director, or his designee, to terminate any executed MOA in accordance with the MOA's termination provision, subject to prior approval by County Counsel and notice to the CEO and your Board.
5. Authorize DMH to add and fill two Full-Time Equivalent ordinance-only positions, pursuant to Section 6.06.020 of the County Code and subject to allocation by the CEO. These positions are fully funded with funds received from LAWA and CWH, which will also be utilized to leverage Medi-Cal funds for eligible clients.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended actions will allow DMH, LAWA, and CWH, as well as any additional municipalities or local law enforcement agencies, that are willing to fund a full-time licensed clinical item(s), to enter into MOAs to establish METs to provide crisis response services to individuals or families. These MOAs are necessary in order to establish the parties' mutual understandings, commitments, and protocols with respect to the field-based crisis intervention services to needy constituents throughout the County.

The METs will play a vital role in maintaining the safety of law enforcement officers, and the individual and families experiencing a mental health crisis by mitigating the potential for an otherwise contentious and harmful incident.

The mission of this co-deployed MET is to:

Provide a rapid and compassionate response by de-escalating violent confrontations between law enforcement and persons with mental illness; and

Decompress County emergency rooms and jails by getting the person to the appropriate mental health care as quickly as possible, thereby reducing avoidable hospitalizations and/or arrests whenever possible.

Board approval is also necessary to modify the County's standard contract terms and conditions with respect to indemnification as the MOAs include a provision for mutual indemnification between the County and local law enforcement agencies.

## **Strategic Asset Management Principles Compliance**

The recommended Board actions are consistent with County's Strategic Plan Goal I ± Make Investments that Transform Lives, via Strategy I.3, Reform Service Delivery within Our Justice Systems.

## **FISCAL IMPACT/FINANCING**

The MOAs will provide up to \$176,000 each to fund two licensed mental health clinician position for the METs plus associated operational costs. DMH will also leverage the LAWA and CWH funds to draw down Medi-Cal funding for eligible clients, estimated at \$55,832, for a total twelve-month funding amount of up to \$407,832.

The estimated total cost in FY 2017-18 is \$83,218, fully funded by the reimbursement from LAWA and CWH in the amount of ~~\$79,912~~\$73,912 and \$9,306 from 2011 Realignment-Early and Periodic Screening Diagnosis and Treatment and Federal Financial Participation Medi-Cal revenue. DMH has sufficient appropriation available in the FY 2017-18 Final Adopted Budget for this action.

Funding for future years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MET model partners one licensed DMH mental health clinician with a corresponding law enforcement officer in response to 911 calls or requests for assistance received from law enforcement patrols that involve individuals suspected to have a mental disorder. The METs will serve the various municipalities and provide crisis intervention; de-escalate potentially violent interactions between clients, family members and police; make appropriate referrals to community agencies; and/or facilitate appropriate hospitalization. The MOAs set forth the roles and responsibilities of each party and address the provision of office space, transportation, access to police facilities, confidentiality and sharing of information, and agreements for mutual indemnification, which was approved by the CEO's Risk Management Division.

The MOA format (Attachment) was jointly drafted by the parties and has been approved as to form by County Counsel.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This inter-agency partnership between DMH and law enforcement agencies is a key tactic in supporting a constructive interface between law enforcement officers and those suffering from serious mental illness, as well as directing non-violent offenders from jails to more appropriate settings.

The Honorable Board of Supervisors

4/10/2018

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on a light gray, textured rectangular background.

JONATHAN E. SHERIN, M.D.,

Ph.D. Director

JES:MM:MB:SK:jn

Enclosures

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Chairperson, Mental Health Commission

**MEMORANDUM OF AGREEMENT  
REGARDING  
THE MENTAL HEALTH EVALUATION TEAM  
BY AND BETWEEN  
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
AND**

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This Memorandum of Agreement (MOA) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the \_\_\_\_\_ (hereafter "\_\_\_\_\_") and the Los Angeles County Department of Mental Health (hereafter "DMH").

**RECITALS**

**WHEREAS**, \_\_\_\_\_ has a need for, and desires to form a partnership with a qualified governmental agency to provide a co-response model to respond to calls involving targeted school violence, individuals or families experiencing a mental health crisis or suspected of having a mental illness, residing in the City of Los Angeles; and

**WHEREAS**, DMH has the necessary facility, personnel, experience, and specialized mental health professionals for the provision of the needed services; and

**WHEREAS**, DMH is responsible for providing mental health services to all eligible persons within city of Los Angeles; and

**WHEREAS**, \_\_\_\_\_ and DMH believe it would be beneficial to the residents of the City of Los Angeles to establish a co-response partnership called the \_\_\_\_\_ Mental Health Evaluation Team (MET), to respond to calls involving targeted school violence, individuals or families experiencing a mental health crisis or impacted by a critical incident; and

**WHEREAS**, \_\_\_\_\_ shall reimburse DMH for its personnel and services and supplies incurred in the performance of MET services, not to exceed the amount of \$176,000 per fiscal year.

**NOW, THEREFORE**, the parties agree as follows:

**TERMS AND CONDITIONS**

**I. TERM**

The term of this MOA shall be for 12 months from the effective date. The effective date shall be the date of approval of the MOA by both parties. This MOA shall automatically

renew for successive terms equal to the original term unless either party has given notice of termination of the MOA pursuant to Section VI.

**II. SERVICES, CARE COORDINATION, MONITORING AND REPORTING**

**A. DMH RESPONSIBILITIES**

1. Managing DMH personnel assigned to the MET.
2. DMH shall assign a licensed mental health clinician, to the MET for up to 40 hours per week. The work schedule shall initially be Tuesday through Friday from 1000 hours to 2000 hours. Assignment to work schedules as decided upon mutual agreement of the \_\_\_\_\_ and DMH, and to deploy for the trends of increasing call and workload.

The responsibilities of the assigned DMH clinician are set forth on Exhibit A (Memorandum of Agreement between DMH and \_\_\_\_\_, Mental Health Evaluation Team), attached hereto. These responsibilities may be revised by mutual written agreement of the parties.

3. All assigned licensed mental health clinicians assigned to the MET shall undergo a background check.
4. Deploying clinicians in plain clothes; they shall deploy to assess, process, and report on mentally ill cases, as well as provide advice and required assistance to field officers.
5. Exploring and taking action to potentially increase or decrease personnel staffing levels as a result of increases or decreases and/or extend staff vacancies by the \_\_\_\_\_ for MET.
6. DMH will provide its own computers, office supplies, and communications equipment (cell phones).
7. DMH clinicians may, in their discretion, access information contained in the County Integrated System (IS) or the Integrated Behavioral Health Information System (IBHIS) for purposes of providing services in its MET deployment. The clinicians will disclose IS/IBHIS information and any other protected mental health information to the extent and when authorized by law.

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A. RESPONSIBILITIES

1. Managing and supervising of Law Enforcement Programs assigned to the MET.
2. Shall assign a \_\_\_\_\_ Police Officer(s) to MET to enable co-deployment with DMH personnel to provide mental health services to identified clients to ensure full shift coverage on all working shifts and keep pace with trends of increasing investigative workload, and to engage in research to help the team.
3. Shall provide its personnel the necessary office space, furniture, equipment, computers, radios, supplies, vehicles, digital terminals, and logistical support; also, shall provide DMH personnel office space, furniture, and logistical support to ensure the functionality of the MET.
4. Shall provide DMH with assigned parking spaces for DMH vehicles. Renewing of these parking permits each year shall be routine without any requirement for special request.
5. Shall issue approved DMH personnel appropriate identification and access passes to enable ingress and egress to the Police Administrative Building and parking structure. DMH personnel issued identification and access passes to \_\_\_\_\_ facilities shall ensure its safe possession. The access passes shall not require annual renewal requests and they shall be issued with access already coded in the passes.
6. Shall provide the DMH personnel with the same capacity as the \_\_\_\_\_ civilian personnel. If at any point a DMH staff with access is no longer a part of the team, any issued facility access passes shall return to \_\_\_\_\_ for processing.
7. In the event of loss and/or failure to return any identification and/or access pass to \_\_\_\_\_, DMH will reimburse \_\_\_\_\_ for any actual costs associated with cancelling, reissuing and/or re-keying any identification and/or access pass.
8. Will serve as the primary authority for prioritizing and dispatching the MET when the requests are made.
9. \_\_\_\_\_ shall use the LACDMH-Access to Community Care Effective and Supportive Services (ACCESS) system when MET is unable to respond.

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### III. MUTUAL RESPONSIBILITIES

- A. All personnel assigned to the MET shall be knowledgeable of and abide by all applicable provisions of the law pertaining to the confidentiality of information, which may include but are not limited to, the Health Information Portability and Accountability Act (HIPAA) and Welfare and Institutions Code, Section 5328.
- B. Not to direct or re-direct DMH personnel assigned to MET to perform duties not identified by the \_\_\_\_\_ management.
- C. Should the \_\_\_\_\_ re-deploy sworn personnel to uniformed special events resulting in disruptions to MET operations, DMH shall be notified in advance so it can re-deploy its personnel to support the \_\_\_\_\_ mission in other ways, or to other county duties. Similarly, DMH shall notify the \_\_\_\_\_ in advance when its personnel must be re-deployed due to training obligations, mandatory meetings, or county-wide crisis events. However, DMH will give priority to the \_\_\_\_\_ to make use of DMH personnel during county-wide crisis events; and/or will remain cognizant of the need to support the \_\_\_\_\_'s mission and will first consult with the \_\_\_\_\_ when re-deployment of DMH personnel is being considered. The \_\_\_\_\_ and DMH shall ensure notifications are made to the other party when its personnel experience excused and unexcused absences.
- D. Both Parties to this MOA agree to provide appropriate cross training to staff assigned to MET.
- E. This MOA and each party's compliance with its obligations may be subject to review by \_\_\_\_\_ and DMH and/or the other party. Such reviews may occur as each department deems appropriate to assess compliance with the terms of this MOA.
- F. The \_\_\_\_\_ agrees to maintain all records relating to MET operations consistent with procedures governing records retention. DMH agrees to maintain all records relating to client services in compliance with applicable law and applicable DMH procedures.

### IV. INDEMNIFICATION

\_\_\_\_\_ shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.



The County shall indemnify, defend and hold harmless the \_\_\_\_\_, its employees, agents and volunteers (“\_\_\_\_\_ Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the \_\_\_\_\_ Indemnitees.

**V. GENERAL PROVISIONS**

**AMENDMENTS:** Both parties agree to take such action, as necessary, to amend this MOA from time to time as appropriate or to comply with the requirements of applicable provisions of law or regulations. This MOA may be amended or revised as the parties deem necessary to further the purpose and intent of this MOA; any amendments or revisions shall be by a written amendment to the MOA signed by both parties.

**VI. REVISIONS AND TERMINATION**

The terms of this MOA may be amended only upon written approval by both parties. Either party to the MOA may terminate the MOA upon 90 days written notification or upon failure of the \_\_\_\_\_ and/or DMH to designate and approve funds for the program through their respective legislative bodies.

In the event \_\_\_\_\_ fails to procure funding for the program, \_\_\_\_\_ shall make payments for any services rendered to date.

**VII. DISPUTE RESOLUTION**

Both parties are committed to mutually establish satisfactory methods for problem resolution. The parties agree any dispute that arises between DMH and \_\_\_\_\_ should be resolved amicably, through informal means.

**VIII. NOTICES**

Notices required or provided for by this MOA shall be sent as follows:

\_\_\_\_\_  
Captain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_

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DMH:  
 Miriam A. Brown, LCSW  
 Department of Mental Health  
 550 S. Vermont Ave.  
 Los Angeles, CA 90020

**IX. FISCAL PROVISIONS**

DMH shall bill \_\_\_\_\_ on a quarterly basis as set forth in the payment schedule below. These invoices shall be provided to \_\_\_\_\_ within 20 days following each quarterly service period. \_\_\_\_\_ shall pay DMH for the billed amount within 45 days following the receipt of an invoice from DMH's Business Management office. Total cost of services shall not exceed \$176,000 per term.

**X. FEE SCHEDULE**

DMH shall bill \_\_\_\_\_ on a quarterly basis for actual cost incurred. These invoices shall be provided to \_\_\_\_\_ within 30 days following each quarterly service period. \_\_\_\_\_ shall pay DMH for the billed amount within 30 days following the receipt of an invoice from DMH's Reimbursement and Audit Support Division – Revenue and Recovery Section. Total cost of services shall not exceed \$176,000 per term.

Invoice #	Service Period	Service Provider	Estimated Cost
1	The first quarter (3 full months upon Board approval date)	One (1) FTE DMH Licensed Clinician including benefits, overtime and operating costs	\$ 36,960
2	The second quarter	One (1) FTE DMH Licensed Clinician including benefits, overtime and operating costs	\$ 36,960
3	The third quarter	One (1) FTE DMH Licensed Clinician including benefits, overtime and operating costs	\$ 36,960
4	The fourth quarter	One (1) FTE DMH Licensed Clinician including benefits, overtime and operating costs	\$ 36,960
		Administrative Overhead	\$28,160
		Total:	\$176,000

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**XI. COMPLETE AGREEMENT**

This MOA constitutes the full and complete understanding and agreement of the parties.

**XII. CONCLUSION**

The signatures of the below parties affixed to this MOA affirm that they are duly authorized to commit and bind their respective organizations to the terms and conditions set forth in this MOA.

\_\_\_\_\_  
Chief Executive Officer  
  
Los Angeles, California  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan E. Sherin, MD, Ph.D.  
Director  
Los Angeles County  
Department of Mental Health  
Los Angeles, California  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
  
Los Angeles, California  
Date: \_\_\_\_\_

Exhibit A  
Memorandum of Agreement  
Between  
Los Angeles County Department of Mental Health and the \_\_\_\_\_  
Mental Health Evaluation Team

1. The \_\_\_\_\_ Mental Health Evaluation Team (MET) will respond to Los Angeles residents' crisis calls involving targeted school violence, individuals or families experiencing a mental health crisis or impacted by a critical incident.
2. The responsibilities of the DMH clinician will include the following:
  - Provide mobile psychiatric assessment and evaluation for voluntary and involuntary hospitalization. Depending upon the apparent seriousness of the situation, sign application for immediate 72 hour detention at a hospital facility, schedule an appointment for evaluation and treatment at a Mental Health Clinic, or make a referral to another community treatment agency.
  - Provide mobile crisis intervention to respond to individuals, families and consumers.
  - Provide Homeless Outreach to those at risk for mental illness.
  - Respond to suicide attempts in progress at request of patrol units.
  - Respond to consumers de-compensating and in need of immediate assistance with law enforcement to assist persons facing eviction and suspected of having mental disorders.
  - Respond to requests from Adult Protective Services, Department of Children Services, and schools when police assistance is required at the scene.
  - Respond to requests for psychiatric evaluations on discharged inmates from Los Angeles County jail and other jails.
  - Respond to barricaded suspects upon request.
  - Respond to the \_\_\_\_\_ Police Divisions for evaluation and hospitalization for civilians experiencing a psychiatric crisis.
  - Avert violent confrontations between consumers and law enforcement through the use of verbal de-escalation techniques.
  - Participate in providing roll-call training to various law enforcement divisions and stations.